Not For Legal Use

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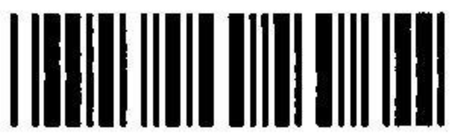

SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Not For Legal Use

Type of Instrument: SPREADER / SPLITER / SEVERENCE
Number of Pages: 13
Receipt Number : 08-0091743
MORTGAGE NUMBER: CZ030137

Recorded: 09/23/2008
At: 11:16:05 AM

Not For Legal Use

LIBER: M00021753
PAGE: 165

District:	Section:	Block:	Lot:
0900	013.00	01.00	072.010

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EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: $[illegible].00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	$39.00	NO	Handling	$5.00	NO
COE	$5.00	NO	NYS SRCHG	$15.00	NO
Affidavit	$5.00	NO	Notation	$0.50	NO
Cert.Copies	$0.00	NO	RPT	$70.00	NO
Mort.Tax App	$0.00	NO			
			Fees Paid	$139.50	

MORTGAGE NUMBER: CZ030137

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

Not For Legal Use

1 | 2

Number of pages 13

This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED
2008 Sep 23 11:16:05 AM
Judith A. Pascale
CLERK OF
SUFFOLK COUNTY
L M00021753
P 165
C2030137

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
3	FEES	(1,300,000)

Page / Filing Fee	39 00	Sub Total	44 50
Handling			
TP-584			
Notation	50		
EA-52 17 (County)			
EA-5217 (State)			
R.P.T.S.A. (+20)	70 -		
Comm. of Ed.	5. 00		
Affidavit			
Certified Copy			
NYS Surcharge	15. 00	Sub Total	95
Other		Grand Total	13 139 50 CS

Mortgage Amt. _____
1. Basic Tax _____
2. Additional Tax _____
Sub Total _____
Spec./Assit.
or
Spec. /Add. _____
TOT. MTG. TAX _____
Dual Town X Dual County ____
Held for Appointment _____
Transfer Tax _____
Mansion Tax _____

The property covered by this mortgage is or will be improved by a one or two family dwelling only.
YES ✓ or NO _____

If NO, see appropriate tax clause on page # _____ of this instrument.

4	Dist. 0500	Section 474.00	Block 02.00	Lot 047.00

5 Community Preservation Fund

Real Property Tax Service Agency Verification

P T S
R DTY A
23-SEP-08

0900 01300 0100 072010
0900 06400 0200 016003
0500 47400 0200 047000

Consideration Amount $ _____

CPF Tax Due $ _____

Improved _____
Vacant Land _____
TD _____
TD _____
TD _____

6 Satisfactions

RECORD & RETURN TO:

Title West Agency Inc.
44 Wall Street 10th Fl
New York NY 10005

Mail to: Judith A. Pascale, Suffolk County Clerk
310 Center Drive, Riverhead, NY 11901
www.suffolkcountyny.gov/clerk

7 Title Company Information

Co. Name Title West Agency
Title # OR-S-105353

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Mortgage Spreader Agreement made by:
(SPECIFY TYPE OF INSTRUMENT)

Mehling Orthopedics, P.C.
Brian Mehling

TO

Seven Oaks Partners LP

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

In the TOWN of Islip
In the VILLAGE
or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

Not For Legal Use

MORTGAGE SPREADER AGREEMENT

Not For Legal Use

between

Not For Legal Use

MEHLING ORTHOPEDICS, P.C. AND BRIAN MEHLING
(Mortgagor)

and

Not For Legal Use

SEVEN OAKS PARTNERS LP
(Mortgagee)

Dated as of: April 30, 2008

Not For Legal Use

Property Address:

800 Montauk Highway
West Islip, New York

Not For Legal Use

Town: Islip
County: Suffolk
District 0500
Block: 02.00
Lot: 047.00
Section: 474.00

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Kriss & Feuerstein LLP
360 Lexington Avenue, Suite 1200
New York, New York 10017
Attn: Jerold Feuerstein, Esq.

Not For Legal Use

MORTGAGE SPREADER AGREEMENT

THIS AGREEMENT, made this 30th day of April, 2008, between SEVEN OAKS PARTNERS LP, a Delaware limited partnership having its principal place of business at 13 Aiken Road, Greenwich, CT 06831 ("**Mortgagee**") and MEHLING ORTHOPEDICS, P.C., a New York professional corporation having an address at 708 Third Avenue, Sixth Floor, New York, New York 10017 and BRIAN MEHLING, an individual with an address at 708 Third Avenue, Sixth Floor, New York, New York 10017 (collectively the "**Mortgagor**").

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RECITALS

A. Mortgagee is the owner and holder of that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 4, 2007 in the original principal balance of $1,300,000.00 and recorded on February 6, 2008 in the office of the City Register for Suffolk County in Liber 21077 at Page 619, as more particularly described on Schedule A attached hereto and made a part hereof (collectively, the "**Mortgage**"), together with the respective notes secured thereby (collectively, the "**Note**");

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B. Mortgagor is the owner of the premises known as 2878 Noyak Road, Sag Harbor, New York 11963, 396 Watermill Road, South Hampton, NY and 330 East 38th Street,New York, New York, which premises is more particularly described in Schedule B attached hereto and made a part hereof, which is encumbered by the Mortgage;

C. Mortgagor is also the owner of the premises located at 800 Montauk Highway, West Islip, New York which premises are more particularly described in Schedule C attached hereto and made a part hereof (the "**Property**") and which Property, Mortgagor and Mortgagee intend to encumber by the lien of the Mortgage; and

Not For Legal Use

D. Mortgagee and Mortgagor have agreed to spread the lien of the Mortgage in the manner hereinafter set forth to encumber the Property described on Schedule C.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. All of the terms, covenants and provisions of the Mortgage are incorporated herein by reference and the lien of the Mortgage is hereby spread to encumber the Property.

2. Mortgagee and Mortgagor certify that this Agreement does not create any new indebtedness or obligation but secures the same obligations secured by the Mortgage.

3. Except as spread hereby, the Mortgage shall remain unmodified and in full force and effect.

4. The Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants, and conditions of all instruments of record affecting the Property, noncompliance with which may affect the security of this Mortgage, or which may impose any duty or obligation upon the Mortgagor or any sublessee or other occupant of the Properties or any part thereof. The Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances, and other interest and rights in favor of or constituting any portion of the Properties.

5. In case of any one or more of the covenants, agreements, terms or provisions contained in the Mortgage or in the Note shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudices, or disturbed thereby.

Not For Legal Use

6. All of the provisions hereof shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective heirs, executors, administrators, successors and assigns.

Not For Legal Use

7. This Agreement shall be recorded in the Office of the Register of Suffolk County.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties hereto as of the day and year first above written.

Not For Legal Use

MORTGAGOR:

MEHLING ORTHOPEDICS, P.C.,
a New York professional corporation

Not For Legal Use

By: _____
Brian Mehling,
President

Not For Legal Use

_____
BRIAN MEHLING

MORTGAGEE:

SEVEN OAKS PARTNERS LP

By: _____
Name: Seven Oaks Management Corp.,
General Partner, Murray Chodos, President
Title: Authorized Signatory

Not For Legal Use

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Not For Legal Use

On this 30th day of April, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared, Murray Chodos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Not For Legal Use

Notary Public

Not For Legal Use

Adam Chodos
Notary Public
Commission Exp. 10/31/20

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Not For Legal Use

On the 30th day of April, 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared, **BRIAN MEHLING**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

ELIZABETH D. MEHLING
Notary Public, State of New York
No. 02ME6087881
Qualified in New York County
Commission Expires February 24, 2011

Notary Public

Not For Legal Use

SCHEDULE "A"

MORTGAGE SCHEDULE

Not For Legal Use

1. Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 4, 2007 made by Mehling Orthopedics, P.C. and Brian Mehling in the original principal balance of $1,300,000.00 and recorded on February 6, 2008 in the office of the City Register for Suffolk County in Liber 21667 at Page 814

Not For Legal Use
Not For Legal Use
Not For Legal Use

Not For Legal Use

Schedule B

Not For Legal Use

TITLE EXPERT AGENCY, INC., as agent for
FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK

Not For Legal Use

SCHEDULE A

(Description)

TITLE NUMBER: 437-S-105350

ALL that certain plot, piece or parcel of land, situate, lying and being at Noyack, in the town of Southampton, County of Suffolk and State of New York, being bounded and described as follows:

Not For Legal Use

BEGINNING at a point which is distant the following two courses and distances from the westerly end of a curve having a radius of 12.75 feet and a length of 21.26 feet at the corner formed by the intersection of the westerly side of Millstone Road with the southerly side of Noyack Road:

1. South 82 degrees 01 minutes 20 seconds West 277.29 feet along the southerly side of Noyack Road;

Not For Legal Use

2. South 87 degrees 25 minutes 10 seconds West 24.5 feet along the southerly side of Noyack Road to the true point or place of beginning;

THENCE along the southerly side of Noyack Road North 87 degrees 25 minutes 10 seconds West 170 feet to land now or formerly of Andrew G. Oliphant;

Not For Legal Use

THENCE along said land of Oliphant South 2 degrees 34 minutes 50 seconds West 435.00 feet;

THENCE South 2 degrees 34 minutes 50 seconds West 120.74 feet along lands to be conveyed to the Community Bible Church Inc.

THENCE along land of Carl Lella North 84 degrees 07 minutes 20 seconds East 29.63 feet;

THENCE the following two courses and distances:

1. North 75 degrees 14 minutes 53 seconds East 147.38 feet;

2. North 2 degrees 34 minutes 50 seconds East 507.48 feet to the true point or place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 2878 Noyak Road, Sag Harbor, NY.

improved by a one to two family dwelling only

FOR CONVEYANCING ONLY, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Dist 900
Sec 13
Block 1
Lot 72.010

Not For Legal Use

Not For Legal Use

TITLE AGENCY, INC., as agent for
FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK

SCHEDULE A

(Description)

TITLE NUMBER: 437-S-105353

Not For Legal Use

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Suffolk, Town of Southampton;

BEGINNING at a point on the easterly side of Water Mill Towd Road located at the southwesterly corner of the herein described parcel, which point is distant the following five courses and distances from the intersection of the easterly side of Water Mill Towd Road and the southerly side of Williz Valley Road;

Not For Legal Use

1.) South 5 degrees 22 minutes 35 seconds west 336.15 feet;
2.) South 7 degrees 16 minutes 05 seconds east 395.73 feet;
3.) South 34 degrees 42 minutes 25 seconds east 278.25 feet;
4.) South 41 degrees 15 minutes 15 seconds east 281.43 feet;
5.) South 37 degrees 45 minutes 25 seconds east 315.90 feet;

RUNNING THENCE from the point or place of beginning northerly along the arc of a regular curve bearing to the left and having a radius of 121.24 feet a distance of 100.16 feet to a point;

Not For Legal Use

THENCE north 4 degrees 51 minutes 38 seconds east a distance of 70.79 feet;

THENCE south 85 degrees 59 minutes 10 seconds east a distance of 215.27 feet to lands now or formerly of Robert and Evelyn Cassidy;

THENCE south 4 degrees 00 minutes 50 seconds west a distance of 529.21 feet to the easterly side of Water Mill Towd Road;

THENCE northerly along the easterly side of Water Mill Towd Road the following two courses and distances;

1.) North 26 degrees 10 minutes 35 seconds west a distance of 273.31 feet;
2.) North 37 degrees 45 minutes 25 seconds west a distance of 179.23 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 396 Watermill Towd Road, Southampton, NY.

improved by a one to two family residential dwelling only.

FOR CONVEYANCING ONLY, it intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Dist 900
Sec 64
Block 2
Lot 16.003

Not For Legal Use

Not For Legal Use

TITLE AGENCY, INC. as agent for
FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK

SCHEDULE A

(Description)

TITLE NUMBER: 437-NY-105346

Not For Legal Use

The Units known as Unit Nos. PH-IJ and PH-K (hereinafter called the "Units") in the building known as THE CORINTHIAN CONDOMINIUM in the Borough of Manhattan, City, County and State of New York, designated and described as Unit Nos. PH-IJ and PH-K respectively, in the Declaration establishing The Corinthian Condominium (hereinafter called the "Property") under the Condominium Act of the State of New York (Article 9-B of the Property Law of the State of New York) dated December 18, 1987 and recorded in the Office of the City Register, New York County, on the 14th day of April, 1988 in Reel 1389 Page 1469, as amended by First Amendment to the Declaration dated March 28, 1989 and recorded June 28, 1989 in Reel 1593 Page 2059, as amended by the Second Amendment to the Declaration dated July 20, 1989 and recorded August 9, 1989 in Reel 1608 Page 2423 (hereinafter called the "Declaration") and designated also as Block No. 942 Tax Lots 1318 and 1319, respectively, on the Floor Plans and Site Plan (the "Floor Plans") of the building certified by John M. Schimenti, P.C., Architect on December 15, 1987 and filed in the Real Property Assessment Department of the City of New York on April 14, 1988 as Condominium Plan No. 528 and also filed in the Register's Office on April 14, 1988 as Map No. 4757, as amended by First Amendment to the Floor Plans of said Building certified by John M. Schimenti, Architect on March 31, 1989 and filed with the Real Property Assessment Department of the City of New York on June 20, 1989 as Condominium Plan No. 528A and also filed in the Register's Office on June 20, 1989 as Condominium Plan No. 528A, Map No. 4907, as amended by the Second Amendment to the Floor Plans of said building certified by John M. Schimenti, Architect on March 31, 1989 and filed with the Real Property Assessment Department of the City of New York on June 20, 1989 as Condominium Plan No. 528B and also filed in the Register's Office on August 9, 1989 as Condominium Plan No. 528B, Map No. 4920.

Not For Legal Use

Not For Legal Use

TOGETHER with an undivided .1819% and a .1561% interest, respectively, appurtenant to the Unit in the Common Elements (as defined in the Declaration of the Property) (hereinafter called the "Common Elements").

The land on which the building containing the Units is more particularly described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 38th Street and the westerly side of First Avenue;

FOR CONVEYANCING ONLY, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Not For Legal Use

Not For Legal Use

TITLE AGENCY, INC. as agent for
FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK

SCHEDULE A

(Description)

TITLE NUMBER: 437-NY-105346

Not For Legal Use

RUNNING THENCE southerly along the westerly side of First Avenue 197.50 feet to the corner formed by the intersection of the northerly side of East 37th Street and the westerly side of First Avenue;

THENCE westerly along the northerly side of East 37th Street 411.00 feet to the corner formed by the intersection of the northerly side of East 37th Street and the easterly side of Tunnel Approach Street;

THENCE northerly along the easterly side of Tunnel Approach Street 197.50 feet to the corner formed by the intersection of the easterly side of Tunnel Approach Street and the southerly side of East 38th Street and;

Not For Legal Use

THENCE easterly along the southerly side of East 38th Street 411.00 feet to the point or place of BEGINNING.

Not For Legal Use

EXCEPTING THEREFROM all that portion of the parcel described below which lies below a horizontal plane having an elevation of 306.62 feet, New York City Tunnel Authority datum, which datum, 300.00 feet, is equivalent to 2.653 feet above mean sea level at Sandy Hook, New Jersey, as established by the United States Coast and Geodetic Survey (the "Excepted Parcel"):

BEGINNING at the corner formed by the intersection of the southerly side of East 38th Street with the Westerly side of First Avenue;

RUNNING THENCE along the westerly side of First Avenue South 00 degrees 00 minutes 15.6 seconds West 71.70 feet;

THENCE North 80 degrees 25 minutes 04.3 seconds West 2.60 feet to a point of curvature;

RUNNING THENCE southwesterly on a curve to the right having a radius of 469.50 feet, for a distance of 155.07 feet to the northerly side of East 37th Street, which point is distant 91.41 feet westerly from the corner formed by the intersection of the Westerly side of First Avenue with the northerly side of East 37th Street;

THENCE along the northerly side of East 37th Street North 89 degrees 59 minutes 42.3 seconds west 55.57 feet to a point of tangency;

RUNNING THENCE northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 131.98 feet to a point of tangency;

THENCE North 55 degrees 31 minutes 23.3 seconds West 1.78 feet;

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Not For Legal Use

TITLE ASSURANCE AGENCY, INC. as agent for
FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK

SCHEDULE A

(Description)

TITLE NUMBER: 437-NY-105346

THENCE North 34 degrees 06 minutes 30.7 seconds East 12.36 feet;

Not For Legal Use

THENCE South 56 degrees 15 minutes 34.7 seconds East 1.78 feet to a point of curvature;

RUNNING THENCE northeasterly on a curve to the left having a radius of 431.70 feet for a distance of 26.60 feet to a point of tangency;

THENCE North 60 degrees 41 minutes 51.3 seconds West 2.48 feet;

THENCE North 29 degrees 41 minutes 41.7 seconds East 15.94 feet;

Not For Legal Use

THENCE South 61 degrees 54 minutes 56.1 seconds East 2.38 feet to a point of curvature;

RUNNING THENCE northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 68.79 feet to a point of tangency;

Not For Legal Use

THENCE North 13 degrees 11 minutes 28.3 seconds West 4.94 feet to the southerly side of East 38th Street;

THENCE along the southerly side of East 38th Street South 89 degrees 59 minutes 42.3 seconds East 17.44 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 330 East 38th Street, Unit PH-IJ and Unit PH-K, New York, NY.

improved by single residential condominium units

Not For Legal Use Schedule C

TITLEVEST AGENCY, INC. as agent for
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

(Description)

Not For Legal Use

TITLE NUMBER: OR-S-108723

ALL that certain plot, piece or parcel of land, situate, lying and being at West Islip, Town of Islip, County of Suffolk, State of New York, known and designated as Lots No. 1 to 5 inclusive, in Block 22, on a certain map entitled, "Map of Babylon Beach Estates, Town of Islip, Suffolk, New York, George H. Walbridge, C.E., March 1926", which map was filed in the Office of the Clerk of Suffolk County on April 27, 1926, as Map No. 805, and more particularly bounded and described as follows:

Not For Legal Use

BEGINNING at a point where the easterly line of East Bay Drive intersects the southerly line of Montauk Highway;

RUNNING THENCE north 78 degrees 39 minutes east and by and along the southerly line of Montauk Highway a distance of 83.45 feet;

Not For Legal Use

THENCE south 46 degrees 20 minutes 51 seconds east a distance of 6.10 feet;

THENCE south 78 degrees 39 minutes west a distance of 5.00 feet;

Not For Legal Use

THENCE north 23 degrees 27 minutes 35 seconds east a distance of 6.10 feet;

THENCE north 78 degrees 39 minutes east a distance of 15.00 feet;

THENCE south 8 degrees 11 minutes east a distance of 126.65 feet;

THENCE south 81 degrees 49 minutes west a distance of 110 feet to a point in the easterly line of East Bay Drive;

THENCE north 8 degrees 11 minutes west and by and along the easterly line of East Bay Drive a distance of 120.56 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Said premises also known as 800 Montauk Highway, West Islip, NY.

District:	0500	Section:	474.00
Block:	02.00	Lot:	047.000